

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

)	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 07-CV-03799
)	
COMMONWEALTH EDISON COMPANY,)	
JOHNS MANVILLE,)	
MIDWEST GENERATION, LLC, and)	
THE CITY OF WAUKEGAN, ILLINOIS,)	
)	
Defendants.)	
)	

CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9607, seeking reimbursement of response costs incurred for response actions taken in connection with the release or threatened release of hazardous substances at the Johns Manville Superfund Site, Site 2 (Former Shooting Range), in Waukegan, Lake County, Illinois ("the Site").

B. The defendants that have entered into this Consent Decree (the "Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint. Nor do the Settling Defendants admit that there has been imminent or substantial endangerment to public health or welfare or the environment as a result of the transactions or occurrences alleged in the complaint. The Settling Federal Agency does not admit any liability arising out of the transactions or occurrences alleged in any claim asserted by the Settling Defendants.

C. The United States and the Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The

Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon the Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" shall mean this Consent Decree and the Appendix attached hereto. In the event of conflict between this Consent Decree and the Appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies, or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by 26 U.S.C. § 9507.

g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

i. "Parties" shall mean the United States and the Settling Defendants.

j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that (i) EPA has paid at or in connection with the Site through October 31, 2006, and (ii) DOJ on behalf of EPA has paid at or in connection with the Site through August 19, 2006, plus accrued Interest on all such EPA and DOJ costs through October 31, 2007.

k. "Plaintiff" shall mean the United States.

l. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

m. "Settling Defendants" shall mean the Commonwealth Edison Company; Johns Manville; Midwest Generation, LLC; and the City of Waukegan, Illinois.

n. "Settling Federal Agency" shall mean the United States Department of Defense and any successor departments, agencies, or instrumentalities of the United States.

o. "Site" shall mean the Johns Manville Superfund Site, Site 2 (Former Shooting Range), in Waukegan, Lake County, Illinois, as generally shown on the map attached as the Appendix to this Consent Decree.

p. "United States" shall mean the United States of America, including its departments,

agencies, and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

4. **Payment of Past Response Costs by the Settling Defendants.**

a. Within 30 days of entry of this Consent Decree, the Settling Defendants shall pay to EPA \$3,014,000, plus, if this Consent Decree is entered on or after November 1, 2007, an additional sum for Interest on the aforementioned amount calculated from November 1, 2007 through the date of payment.

b. Payment by the Settling Defendants shall be made by FedWire Electronic Funds Transfer ("EFT") to DOJ in accordance with EFT instructions provided to the Settling Defendants by the Financial Litigation Unit of the United States Attorney's Office in the Northern District of Illinois, following lodging of the Consent Decree.

c. At the time of payment, the Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII of this Consent Decree. Such notice shall reference the EPA Region and Site/Spill Identification Number 05 A5, the DOJ case number 90-11-3-08425, and the civil action number.

5. **Payment of Response Costs by the Settling Federal Agency.**

a. As soon as reasonably practicable after the date of entry of this Consent Decree, and consistent with Paragraph 5.b, the United States, on behalf of the Settling Federal Agency, shall pay to EPA \$741,000 in reimbursement of Past Response Costs, plus, if this Consent Decree is entered on or after November 1, 2007, an additional sum for interest on the aforementioned amount calculated from November 1, 2007 through the date of payment.

b. If the payment to EPA required by Paragraph 5.a is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this

payment is not made within 120 days after the date of entry of this Consent Decree, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

c. The Parties recognize and acknowledge that the payment obligations of the Settling Federal Agency under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that the Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

6. The total amounts to be paid by the Settling Defendants and Settling Federal Agency pursuant to Paragraphs 4.a and 5.a, respectively, shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

7. Interest on Late Payments. If any Settling Defendant fails to make any payment under Paragraph 4 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

8. Stipulated Penalty.

a. If any amounts due under Paragraph 4 are not paid by the required date, the Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 7, \$500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID Number 05 A5, DOJ Case Number 90-11-3-08425, and the civil action number. The check (and any accompanying letter) shall

be sent to EPA Region 5, Attention: Program Accounting and Analysis Section, P.O. Box 371531, Pittsburgh, Pennsylvania 15251.

c. At the time of each payment, the Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII. Such notice shall reference the EPA Region and Site/Spill ID Number 05 A5, DOJ Case Number 90-11-3-08425, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

9. If the United States brings an action to enforce this Consent Decree, the Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

10. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of the Settling Defendants' failure to comply with the requirements of this Consent Decree.

11. The obligations of the Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more of the Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

12. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse the Settling Defendants from payment as

required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANTS BY PLAINTIFF

13. Covenant Not to Sue the Settling Defendants by the United States. Except as specifically provided in Section VIII, the United States covenants not to sue or to take administrative action against the Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4, and any amount due under Section VI. This covenant not to sue is conditioned upon the satisfactory performance by the Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to the Settling Defendants and does not extend to any other person.

14. Covenant for the Settling Federal Agency by EPA. Except as specifically provided in Section VIII, EPA covenants not to take administrative action against the Settling Federal Agency pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of all payments required by Paragraph 5.a. This covenant is conditioned upon the satisfactory performance by the Settling Federal Agency of its obligations under this Consent Decree. This covenant extends only to the Settling Federal Agency and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY THE UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against the Settling Defendants and the Settling Federal Agency with respect to all matters not expressly included within the covenants set forth in Section VII. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against the Settling Defendants, and EPA and the federal natural resource trustees reserve, and this Consent Decree is without prejudice to, all rights against the Settling Federal Agency, with respect to:

- a. liability for failure of the Settling Defendants or Settling Federal Agency to meet

a requirement of this Consent Decree;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

16. The Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs, the Settling Defendants' past costs, or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which Past Response Costs were incurred, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, as amended, 28 U.S.C. § 2412, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs or any costs that the Settling Defendants have incurred or paid at or in connection with the Site prior to October 31, 2006.

17. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

18. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

19. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants and Settling Federal Agency are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs.

20. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

21. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, the Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the

claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants by Plaintiff set forth in Section VII.

XI. RETENTION OF RECORDS

22. Until 10 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

23. After the conclusion of the 10-year document retention period referenced in the preceding Paragraph, the Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, the Settling Defendants shall deliver any such records to EPA. The Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: (1) the title of the record; (2) the date of the record; (3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; (4) the name and title of each addressee and recipient; (5) a description of the subject of the record; and (6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. The Settling Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

24. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972.

25. The United States acknowledges that the Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(3), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. NOTICES AND SUBMISSIONS

26. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, the Settling Federal Agency, and the Settling Defendants, respectively.

As to the United States or DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, DC 20044
Re: DJ # 90-11-3-08425

Chief, Environmental Defense Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 23986
Washington, DC 20026

As to EPA:

Stuart P. Hersh
Assistant Regional Counsel
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Brad Benning
On-Scene Coordinator
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Darius Taylor
Financial Specialist
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

As to the Settling Defendants:

[Each Settling Defendant's contact under this Section shall be the person(s) identified, on that Settling Defendant's signature page, as the agent authorized to accept service on behalf of that party.]

XIII. RETENTION OF JURISDICTION

27. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDIX

28. This Consent Decree and its Appendix constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The

Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The Appendix that is attached to and incorporated into this Consent Decree is a map of the Site.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

29. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. The Settling Defendants consent to the entry of this Consent Decree without further notice.

30. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. SIGNATORIES/SERVICE

31. Each undersigned representative of a Settling Defendant to this Consent Decree certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document. The Deputy Section Chief of the Environmental Enforcement Section, and the Section Chief of the Environmental Defense Section, Environment and Natural Resources Division, United States Department of Justice, certify that they are authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally the United States to this document

32. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

33. Each Settling Defendant shall identify, on the attached signature page, the name and address

of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. The Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. The Parties agree that the Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVII. FINAL JUDGMENT

34. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Rules 54 and 58 of the Federal Rules of Civil Procedure.

SO ORDERED THIS _____ DAY OF _____, 20____.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Commonwealth Edison Co., et al.*, relating to the Johns Manville Superfund Site, Site 2 (Former Shooting Range).

FOR THE UNITED STATES OF AMERICA:

Date: 7/24/07

W. BENJAMIN FISHEROW
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

KEVIN LYSKOWSKI
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, DC 20044
(202) 514-5415

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Commonwealth Edison Co., et al.*, relating to the Johns Manville Superfund Site, Site 2 (Former Shooting Range).

FOR THE UNITED STATES OF AMERICA
(continued):

LETITIA GRISHAW
Section Chief
Environmental Defense Section
Environment and Natural Resources Division
United States Department of Justice

ALAN GREENBERG
Environmental Defense Section
Environment and Natural Resources Division
United States Department of Justice
1961 Stout Street
Denver, CO 80294
(303) 844-1366

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Commonwealth Edison Co., et al.*, relating to the Johns Manville Superfund Site, Site 2 (Former Shooting Range).

FOR THE UNITED STATES OF AMERICA
(continued):

Date:

7/24/07

PATRICK J. FITZGERALD
United States Attorney
Northern District of Illinois

LINDA A. WAWZENSKI
Assistant United States Attorney
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604
(312) 353-1994

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Commonwealth Edison Co., et al.*, relating to the Johns Manville Superfund Site, Site 2 (Former Shooting Range).

FOR THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY:

Date: July 17, 2007

RICHARD C. KARL
Director, Superfund Division
United States Environmental Protection Agency
Region 5

STUART P. HERSH
Assistant Regional Counsel
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604
(312) 886-6235

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Commonwealth Edison Corp., et al.*, relating to the Johns Manville Superfund Site, Site 2 (Former Shooting Range).

FOR DEFENDANT Commonwealth Edison Co

Date: 6-20-07

Signature:

Name:
(typed or
printed)

Darryl M. Bradford

Address:

440 S. LaSalle
Suite 3300
Chicago, IL 60605

Agent authorized to accept service on behalf of the above-named party:

Name: John W. Van Vranken
Title: Assistant General Counsel
Address: Exelon Corp.
10 S. Dearborn
49th Floor
Chicago, IL 60603

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Commonwealth Edison Corp., et al.*, relating to the Johns Manville Superfund Site, Site 2 (Former Shooting Range).

FOR DEFENDANT Johns Manville

Date: 6/21/07

Signature: _____

Name: Michael Rosenzweig
(typed or
printed)

Address: Sr. V.P. and General Counsel
Johns Manville
717 17th Street
Denver, CO 80202

Agent authorized to accept service on behalf of the above-named party:

Name: Brent Tracy
Title: Sr. Environmental Counsel
Address: Johns Manville
717 17th Street
Denver, CO 80202

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Commonwealth Edison Corp., et al.*, relating to the Johns Manville Superfund Site, Site 2 (Former Shooting Range).

FOR DEFENDANT Midwest Generation, LLC

Date: June 25, 2007

Signature: _____

Name: Fred McCluskey

(typed or
printed)

Address: 440 S. LaSalle Street

Suite 3500

Chicago, IL 60605

Agent authorized to accept service on behalf of the above-named party:

Name: Daniel D. McDevitt

Title: Assistant General Counsel

Address: Midwest Generation, LLC

440 S. LaSalle Street

Suite 3500

Chicago, IL 60605

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Commonwealth Edison Corp., et al.*, relating to the Johns Manville Superfund Site, Site 2 (Former Shooting Range).

FOR DEFENDANT CITY OF WAUKEGAN

Date: 6-20-07

Signature: _____

Name:
(typed or
printed)

RICHARD H. HYDE MAYOR

Address:

410 ROBERT V. SABONJIAN
WAUKEGAN, IL 60085 PLACE

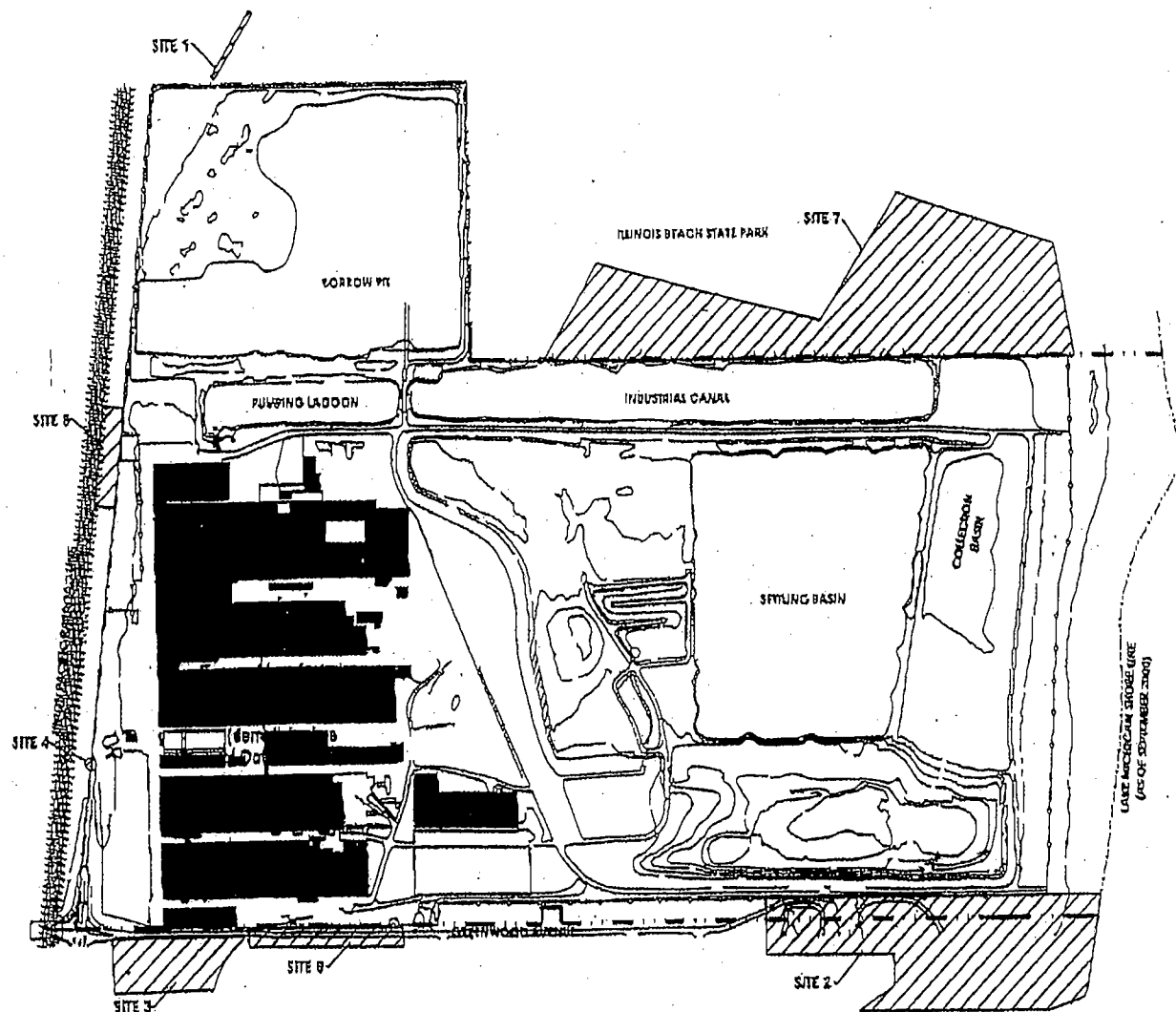
Agent authorized to accept service on behalf of the above-named party:

Name: BRIAN S. GRACH

Title: CORPORATION COUNSEL

Address: 111 N. COUNTY ST
WAUKEGAN IL 60085

Appendix
Map of the Site



--- Property Line
 [Hatched Box] Approximate areas of
 asbestos contamination
 discovered between 1988
 and 2003

August 2003, Revision 0

JOHNS MANVILLE
 Waukegan, Illinois

SITES 1, 2, 3, 4, 5, 6 and 7

Exhibit 4 to First Amended Consent Decree In
 United States et al. v. Manville Sales Corporation
 (N.D. Ill. Civ. Action No. 88C 630)